

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEATTLE METROPOLITANS HOCKEY LLC,
a Washington limited liability company,

Plaintiff,

v.

SEATTLE HOCKEY PARTNERS LLC, a
Delaware limited liability company,

Defendant.

No. 2:23-cv-1989-JLR

DEFENDANT AND
COUNTERCLAIM-PLAINTIFF'S
REQUEST FOR CLARIFICATION
OF COURT'S RULINGS

SEATTLE HOCKEY PARTNERS LLC, a
Delaware limited liability company,

Counterclaim-Plaintiff,

v.

SEATTLE METROPOLITANS HOCKEY LLC,
a Washington limited liability company,

Counterclaim-Defendant.

NOTE ON MOTION CALENDAR:
NOVEMBER 5, 2024

On November 4, 2024, this Court held a Telephonic Discovery Conference to address the discovery disputes in the above-captioned matter between Plaintiff and Counterclaim-Defendant Seattle Metropolitans Hockey LLC ("SMH") and Defendant and Counterclaim-Plaintiff Seattle Hockey Partners LLC ("the Kraken"). Dkt. No. 29. At issue were SMH's requests for: (1) actual

DEFENDANT AND COUNTERCLAIM-PLAINTIFF'S
REQUEST FOR CLARIFICATION OF COURT'S RULINGS
(2:23-cv-1989-JLR) - 1

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1 attendance and gross revenue information related to the Kraken's home season games, broken
2 down by revenues for ticket sales, broadcasting rights, licensing rights, concessions, parking
3 sales, media revenues, or any other revenues associated with each game; (2) actual attendance
4 and revenue information related to the 2024 Winter Classic game which the Kraken has informed
5 SMH's are not within the Kraken's possession, custody, or control; and (3) the Kraken's
6 advertising and marketing expenditures related to the Winter Classic and four other home games
7 at which the Kraken either re-wore the Winter Classic jerseys or gave away Winter Classic
8 related promotional items. *See* Dkt Nos. 26, 27.

9 During this conference, the Court expressed concern that the parties' discovery dispute
10 was complex and perhaps was not best-suited for the Court's informal telephonic hearing
11 discovery dispute process. The Court also informed the parties that it would issue rulings, but
12 requested the parties meet and confer after the hearing to attempt to resolve the discovery issues
13 themselves. The Court further stated that if the parties are unable to come to an agreement, full
14 discovery motion briefing may be warranted. After the hearing, counsel for the Kraken received
15 an email from Plaintiff's counsel indicating that Plaintiff views the Court's rulings as
16 immediately enforceable, which is inconsistent with the Kraken's interpretation of the Court's
17 statements. For avoidance of doubt, the Kraken request clarification as to whether the Court's
18 rulings during the parties' telephonic hearing were preliminary in nature, subject to further
19 meeting and conferral, and subsequent motion practice if the parties believe it necessary, or
20 whether the Court's rulings were final and require immediate compliance. The Kraken believe a
21 more fulsome briefing on the issues would be helpful to the Court in reaching a fair resolution of
22 the pending discovery issues, but does not wish to run afoul of the Court's expectations in any
23 respect.

1 DATED this 5th day of November, 2024.

2
3 Davis Wright Tremaine LLP
4 *Attorneys for Defendant and Counterclaim-*
5 *Plaintiff Seattle Hockey Partners LLC*

6 s/ Bonnie MacNaughton
7 Bonnie MacNaughton, WSBA # 36110
8 920 Fifth Avenue, Suite 3300
9 Seattle, WA 98104-1604
10 Tel: (206) 622-3150
11 Fax: (206) 757-7700
12 Email: bonniemacnaughton@dwt.com

13 s/ John D. Freed
14 John D. Freed, admitted *Pro Hac Vice*
15 50 California Street, Floor 23
16 San Francisco, CA 94111
17 Tel: (415) 276-6500
18 Fax: (415) 276-6599
19 Email: jakefreed@dwt.com

20
21
22
23
24
25
26
27
CERTIFICATION OF WORD COUNT

I certify that this memorandum contains 532 words, in compliance with the Local Civil
Rules.

s/ Bonnie MacNaughton
Bonnie MacNaughton, WSBA # 36110